

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

LITTLE CAESARS ENTERPRISES, INC.,
et al.,

Plaintiff,

No. 13-13721

v.

HON. Gershwin A. Drain

LITTLE CAESARS OF THE SOUTH, INC.,
et al.,

Defendant.

_____ /

ORDER

Pending before the Court are Plaintiffs' Petition for Attorneys' Fees and Costs [Dock. No. 39] and Plaintiffs' Motion for Default Judgment as to Little Caesars of the South, Inc. [Dock. No. 41]. After careful consideration of Plaintiffs' motions, any responses thereto, and the record herein, it is hereby

ORDERED that Plaintiffs' Petition for Attorneys' Fees and Costs is
GRANTED. It is further is

ORDERED that judgment be entered in favor of Plaintiffs and against Defendant Little Caesars of the South, Inc. in the amount of \$58,026.99 in

reasonable attorneys' fees and costs. Defendant Little Caesar of the South, Inc. shall be required to pay said judgment within ten (10) days of the date of this Order. It further is

ORDERED that Plaintiffs' Motion for Default Judgment is **GRANTED** as follows:

A. Judgment shall be entered against Little Caesars of the South, Inc. permanently enjoining it from violating its post-termination obligations under the Settlement Agreement, Franchise Agreements, and any other agreements with Little Caesar, including, but not limited to, the prohibition against using, displaying, or otherwise infringing upon the trademarks, trade name, and trade dress of Plaintiffs.

B. Judgment shall be entered against Little Caesars of the South, Inc. permanently enjoining it from directly or indirectly, for themselves, or through, on behalf of, or in conjunction with any person, persons, or legal entity, own, maintain, advise, operate, engage in, be employed by, make loans to, or have any interest in or relationship or association with a business which is a quick or fast service restaurant engaged in the sale of pizza, pasta, sandwiches, chicken wings, and/or related products, for a continuous uninterrupted one-year period in the Designated Market Area (as defined by Nielsen) of any Little Caesars restaurant, and for a continuous two-year period in the Designated Market Area in which the

former franchises are located, from the date of this Order. Little Caesars of the South, Inc. shall not use any methods associated with Little Caesar; shall not use any or all of the proprietary and confidential information of Little Caesar; shall immediately return all manuals to Little Caesar; and shall not otherwise engage in unfair competition with Plaintiffs.

C. Judgment shall enter against Little Caesars of the South in the amount of Eight Thousand Two Hundred Seventy-Eight and 00/100 Dollars (\$8,278.00) for monies owed pursuant to the parties' prior Settlement Agreement.

The status conference scheduled for Tuesday, April 22, 2014, is hereby **ADJOURNED**.

Plaintiffs' claims against Defendant Little Caesars of the South, Inc. are hereby resolved.

It is so **ORDERED**.

April 16, 2014
Date

/s/Gershwin A Drain
Gershwin A. Drain
United States District Judge